

SOLICITATION AND OFFER				1. [BLANK]				Page 1 of 29											
2. CONTRACT NUMBER				3. SOLICITATION NUMBER OPR06000045				4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)				5. DATE ISSUED 03/14/2006				6. REQUISITION/PURCHASE NUMBER See Lines			
7. ISSUED BY Office of Finance & Procurement 359 Ford Bldg. Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2213 ext.								CODE OFFP		8. ADDRESS OFFER TO (If other than item 7)									
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".																			
SOLICITATION																			
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>No Hand Delivery</u> until <u>2:00 PM</u> local time <u>04/14/2006</u> (Hour) (Date)																			
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.																			
10. FOR INFORMATION CALL:				A. NAME				B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.				C. E-MAIL ADDRESS							
11. TABLE OF CONTENTS																			
(X)	SEC.	DESCRIPTION				PAGE(S)	(X)	SEC.	DESCRIPTION				PAGE(S)						
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES													
X	A	SOLICITATION/CONTRACT FORM				1-2	X	I	CONTRACT CLAUSES				21-22						
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS				6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.												
X	C	DESCRIPTION/SPECS./WORK STATEMENT				7-8	X	J	LIST OF ATTACHMENTS				23						
X	D	PACKAGING AND MARKING				9	PART IV - REPRESENTATIONS AND INSTRUCTIONS												
X	E	INSPECTION AND ACCEPTANCE				10	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS				24-25						
X	F	DELIVERIES OR PERFORMANCE				11-13													
X	G	CONTRACT ADMINISTRATION DATA				14-18	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS				26-28						
X	H	SPECIAL CONTRACT REQUIREMENTS				19-20	X	M	EVALUATION FACTORS FOR AWARD				29						
OFFER (Must be fully completed by offeror)																			
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.																			
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)						10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)				30 CALENDAR DAYS (%)				CALENDAR DAYS (%)				
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):						AMENDMENT NO.		DATE		AMENDMENT NO.		DATE							
15A. NAME AND ADDRESS OF OFFEROR				CODE	FACILITY				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)										
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.				<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE				18. OFFER DATE							
AWARD (To be completed by Government)																			
19. ACCEPTED AS TO ITEMS NUMBERED						20. AMOUNT				21. ACCOUNTING AND APPROPRIATION									
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]										23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM					
24. ADMINISTERED BY (If other than Item 7)						CODE					25. PAYMENT WILL BE MADE BY				CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)						27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)				28. AWARD DATE									
IMPORTANT - Award will be made on this Form or by other authorized official written notice.																			

Line Item Summary		Document Number OPR06000045	Title Gift Shop Fixtures			Page 2 of 29	
Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Construction of Gift Shop Fixtures	0001		0.00	ea	\$ _____	\$ _____
(05/15/2006 to 08/26/2006)							
For the construction of fixtures for the House Gift Shop, B217 Longworth House Office Building							
Contractor shall perform work in accordance with the Statement of Work and Attachments							
Ref Req No: HOSC000545							
0002	Installation of Gift Shop Fixtures			0.00	ea	\$ _____	\$ _____
(08/27/2006 to 08/31/2006)							
For the installation of fixtures into the House Gift Shop, B217 Longworth House Office Building							
Contractor shall perform work in accordance with the Statement of Work and Attachments							

Shipping Addresses

Code	Detail
0001	Org: AO650 Operations Support Center Addr: Central Receiving and Warehousing Room WA24 New Underground Garage Washington and D Streets, SW Washington DC 20515 Attn: Andy Straughan Phone: (202) 225-8214 ext. Fax: () - ext.

Invoice Addresses

Code	Detail
0001	Org: AO652 Operations Support Center / RMD Addr: DO NOT MAIL INVOICES, FAX TO: 202-226-0065 Washington DC 20515 Attn: VENDOR MANAGEMENT Phone: () - ext. Fax: () - ext.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 4 of 29
---------------------	------------------------------------	---	--------------

TABLE OF CONTENTS

SECTION B -- Supplies or Services and Prices	6
B.1 PRICING	6
SECTION C -- Descriptions and Specifications	7
C.1 Statement of Work	7
SECTION D -- Packaging and Marking	9
D.1 Payment of Postage and Fees	9
SECTION E -- Inspection and Acceptance	10
E.1 Failure to Perform	10
E.2 Inspection and Acceptance	10
SECTION F -- Deliveries or Performance	11
F.1 Period of Performance	11
F.2 Notice to the House of Delays	11
F.3 Suspension and Debarment	11
F.4 Liquidated Damages	12
F.5 Place of Performance	12
F.6 Termination	12
F.7 Payment for Non-Performance	13
SECTION G -- Contract Administration Data	14
G.1 Contract Administration Plan (CAP)	14
G.2 Modifications	14
G.3 Invoices	14
G.4 Invoice Follow-ups	15
G.5 Contract Status and Review Meeting	15
G.6 Authorized House Representatives	15
G.7 Authorized Contractor Representative	16
G.8 Key Personnel	16
G.9 Post Award Conference	17
G.10 Progressive Steps to Ensure Satisfactory Contract Performance	17
G.11 Reports/Plans/Schedules	17
SECTION H -- Special Contract Requirements	19
H.1 Insurance	19
H.2 Identification Badges	19
H.3 Prospective Employee Background Check	19
H.4 Benefits to Members of Congress	20
H.5 News Releases	20
H.6 Affirmation of Non-Disclosure	20
H.7 Data Ownership/Transfer/Access	20
SECTION I -- Contract Clauses	21
I.1 CONTRACT TYPE	21
I.2 Authorized Changes Only by the Contracting Officer	21
I.3 Observance of Laws	21
I.4 Disputes	21
I.5 Availability of Funds	21
I.6 Order of Precedence	22
I.7 Buy American	22
SECTION J -- List of Documents, Exhibits and Other Attachments	23
J.1 EXHIBITS AND ATTACHMENTS	23
SECTION K -- Representations, Certifications and Other Statements of Offerors	24
K.1 Company Background	24
K.2 Eligibility for Award	24
K.3 Period for Acceptance of Proposal	24
K.4 Quality Information	24
K.5 Insurance Information	24
K.6 General Requirements	24
K.7 Financial Information	25
K.8 Buy American Act Certification	25
SECTION L -- Instructions, Conditions and Notices to Bidders	26

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 5 of 29
---------------------	------------------------------------	---	--------------

L.1	Content of Proposals	26
L.2	Submissions	26
L.3	Late Submissions and Revision of Proposals	26
L.4	Acknowledgement of Amendments to Solicitations	27
L.5	Restriction on Disclosure and Use of Data	27
L.6	PRE-BID CONFERENCE	28
SECTION M --	Evaluation Factors for Award	29
M.1	Evaluation Factors for Award	29
M.2	Contract Award	29

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 6 of 29
---------------------	------------------------------------	---	--------------

SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 PRICING

Line Item 0001 and 0002 on page 2 of this solicitation should include all costs, including expenses for installation and fixtures.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 7 of 29
---------------------	------------------------------------	---	--------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

C-1 FIXTURE CONSTRUCTION OBJECTIVES

C.1-1 SCOPE OF WORK

The objective of this solicitation is to obtain interior retail store fixtures for the House Gift Shop, B217 Longworth, HOB, Washington, DC. This contract shall consist of the construction and installation of fixtures. The installation will be within the 1,200 square foot (approx.) facility. The fixtures shall be completely finished and installed and include casework, accessories, lighting, as identified in the detailed design specifications in Attachments A (Project Manual), B (Issue 2: 100% Design Intent) and C (Issue 2: 100% Millwork Design Intent). All fixture construction shall comply with the specifications and requirements contained in this Request for Proposals (RFP), Attachments A, B and C. The technical criteria contained and cited in Attachments A, B and C establishes minimum standards for construction quality. The proposed pricing must include all materials and labor required to complete and install the specified fixtures in accordance with the RFP documents. All items identified in Attachment C are the required fixtures and should be included in the submitted pricing.

C.1-2 SITE WORK

Site work is limited to installation of all fixtures described in Attachment A, B and C.

C.1-3 APPLICABLE CRITERIA

Applicable design and construction criteria references are in Attachment A, B and C. Referenced codes and standards are minimum acceptable criteria.

C.1-4 DESIGN QUALITY

The main objectives of this solicitation are to obtain upgraded retail store fixtures and finishes, and to maximize design quality.

C.1-5 DESIGN FREEDOM

Concept design including architectural construction plans are included in the RFP in Attachment A, B and C are mandatory; however the plans can be modified slightly to accommodate construction requirements with prior written approval of the Contracting Officer Representative. The design provided is to assure functionality and design image desired by the House Gift Shop.

C.1-6 SITE VERIFICATION

Utilities and connection points are shown based on record drawings. Each offeror shall verify that the site utilities meet the design requirements in Attachment A, B and C. It is the offeror's responsibility to verify relevant field conditions, measurements and obtain all additional information that may be required for a completed construction project.

C.1-7 INTERIOR DESIGN OBJECTIVES

The RFP, Attachments A, B and C will identify the desired materials. The main objective is to use high quality durable materials that can be easily maintained and replaced.

C-2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

Each offeror must propose a performance installation period with the understanding that the fixtures must be installed during the last week of August, 2006 and project completed no later than August 31, 2006.

The Contractor must:

(1) Check all drawings furnished immediately upon receipt;

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 8 of 29
---------------------	------------------------------------	---	--------------

- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- (5) The work shall conform to the specifications and the contract drawings identified in Attachments A, B and C.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 9 of 29
---------------------	------------------------------------	---	--------------

SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 10 of 29
---------------------	------------------------------------	---	---------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

E.2 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.

b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.

c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.

d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.

e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 11 of 29
---------------------	------------------------------------	---	---------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend from date of award through August 31, 2006.

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 12 of 29
---------------------	------------------------------------	---	---------------

(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (a) Referring to the notice of proposed debarment;
 - (b) Specifying the reasons for debarment;
 - (c) Stating the period of debarment, including effective dates; and
 - (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$3,000 for each calendar day of delay until the work is completed or accepted.

If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.5 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.6 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 13 of 29
---------------------	------------------------------------	---	---------------

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
 - (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
 - (2) Complete satisfactory settlement of all customer complaints and claims.
 - (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
 - (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
 - (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

F.7 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 14 of 29
---------------------	------------------------------------	---	---------------

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.3 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)

Period of Performance

Brief Description of Item

Quantity Delivered

Unit Price

Extended Price

Total Price of all deliverables contained on Invoice

Payment Terms, if appropriate (Example: 2% 10 - Net 30)

d. The House does not pay federal, state or local taxes unless mandated by law.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 15 of 29
---------------------	------------------------------------	---	---------------

e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.4 HC.7.004 INVOICE FOLLOW-UPS

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.5 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.6 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

Barbara Burkhalter
Associate Administrator, Office of Finance and Procurement
Room 331, Ford House Office Building
U.S. House of Representatives
Washington, DC 20515

Telephone: (202) 226-4650
Fax: (202) 225-6916

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.
3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

Name: Tom Coyne
Title: Branch Manager, Operations Support
Address: B-227 Longworth House Office Building

Phone: (202)225-1896
Fax: (202)226-6343
E - mail: tom.coyne@mail.house.gov

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 16 of 29
---------------------	------------------------------------	---	---------------

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Name: Toinetta Bridgeforth
Title: Procurement Specialist
Address: Room 356, Ford House Office Building

Phone: (202) 226-1775
Fax: (202) 226-2214
E - mail: toinetta.bridgeforth@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.7 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE FEBRUARY 2005

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:
Title:
Address:

Phone:
Fax:
E-mail:

b. The ACR shall provide periodic status reports to the COR pursuant to clause G.10 (HC.7.005) of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.8 HC.7.009 KEY PERSONNEL FEBRUARY 2005

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 17 of 29
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- a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.
- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.9 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

G.10 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.11 HC.7.024 REPORTS/PLANS/SCHEDULES

FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

- a. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.
- b. The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due date(s):
MILESTONE CHART FOR CONTRACTOR DELIVERABLES

Item	Due Date	Approval Authority	Reference
0001Report	Weekly/Close of Business Fridays	COR	
0002 Report	Monthly/NLT 15th	COR	

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 18 of 29
---------------------	------------------------------------	---	---------------

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 19 of 29
---------------------	------------------------------------	---	---------------

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

H.2 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC-003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employee's termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 20 of 29
---------------------	------------------------------------	---	---------------

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES MAY 2001

No news releases, press conferences or advertisements pertaining to this contract may be made.

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.7 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 21 of 29
---------------------	------------------------------------	---	---------------

SECTION I -- CONTRACT CLAUSES

I.1 CONTRACT TYPE

The House intends to award a Firm-fixed price contract, as a result of this solicitation.

I.2 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.3 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.4 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.5 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 22 of 29
---------------------	------------------------------------	---	---------------

I.6 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.7 HC.9.019 BUY AMERICAN

MARCH 2003

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"Foreign end product" means an end product other than a domestic end product.

(b) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 23 of 29
---------------------	------------------------------------	---	---------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 EXHIBITS AND ATTACHMENTS

<u>Attachment</u>	<u>Description of Electronic Name</u>
A	Project Manual
B	Design Intent
C	Millwork Design Intent

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 24 of 29
---------------------	------------------------------------	---	---------------

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.004 COMPANY BACKGROUND JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Detailed business history.
- c. Key point of contact (POC) list and telephone number.

K.2 HC.11.007 ELIGIBILITY FOR AWARD JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.3 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within ninety (90)calendar days after receipt of the offer.

K.4 HC.11.006 QUALITY INFORMATION JULY 2001

- a. Quality Policy
- b. Total quality management process, if any
- c. Quality reporting to client
- d. Customer satisfaction guarantees and assurances

K.5 HC.11.003 INSURANCE INFORMATION JULY 2001

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

K.6 HC.11.001 GENERAL REQUIREMENTS JULY 2001

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 25 of 29
---------------------	------------------------------------	---	---------------

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.7 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.8 HC.11.020 BUY AMERICAN ACT CERTIFICATION

MARCH 2004

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause HC.9.019 of this solicitation entitled "Buy American Act."

(b) Foreign End Products:

End Product: [List as necessary]

Country of Origin: [List as necessary]

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 26 of 29
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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal. Part I shall be divided into the following distinct and marked parts:

- (1) **Section A of RFP** - The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) **Section B Price Schedules** - Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer
- (3) **Section G Contract Administration** - Offeror shall complete the required sections of Section G
- (4) **Section K - Representations, Certifications, And Statements of Offerors** - Offeror shall complete the required clauses of Section K
- (5) **Technical Proposal** - product sample and specifications must comply with Section C

The technical proposal shall describe the capability/technology gap addressed, provide a detailed explanation of the proposed technology, identify deliverables, describe work to be performed, and will describe the offeror's expertise to effect the proposed solution. In order to facilitate the House evaluation of the proposals, the Offeror must provide a complete description of how each requirement will be met. Submitting merely and acknowledgement (e.g. "Read and Understood") may provide insufficient information to effectively evaluate the offered solution and, therefore, may have an adverse impact on the Offeror's score. The offeror's Technical Proposal must provide its approach/solution and to all of the requirements stated in the solicitation. The Offeror's responses to the requirements must be arranged in the sequence in which the requirements are referenced, and formatted with responses inserted directly after the requirement or request, unless otherwise specified. Specific answers by be cross-referenced throughout Offeror's response to avoid duplication of material.

(6) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.

(7) **References** - Offeror shall provide references for five current or recent (within three years) customers and five past customer, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit one (1) electronic version in MS Word or PDF format by 2:00 PM EST by April 14, 2006. Bill of Materials must be in Microsoft Excel format and Project schedules must be in Microsoft Project. The proposal should be submitted to the following e-mail address: toinetta.bridgeforth@mail.house.gov and cc: edwin.davis@mail.house.gov.

PROPOSALS RECEIVED BY HAND DELIVERY OR FACSIMILE WILL NOT BE ACCEPTED

Proposals may be withdrawn by fax or e-mail received at any time before award.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 27 of 29
---------------------	------------------------------------	---	---------------

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is considered in the best interest of the house by the CO or is received before award is made, and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or

(3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA

JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 28 of 29
---------------------	------------------------------------	---	---------------

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L.6 PRE-BID CONFERENCE

A pre-bid conference will be conducted Thursday, March 21, 2006 at 10:00 in Room 1116 Longworth House Office Building. Offerors shall be limited to three representatives and name(s) must be supplied at least two (2) days prior to the pre-bid conference to the Office of Finance and Procurement by email to toinetta.bridgeforth@mail.house.gov or by facsimile to (202)226-2214. A tour of the current facilities will be provided.

All questions concerning this RFP must be submitted in writing to the House and may be submitted in advance of or at the preproposal conference. Questions must be submitted via email to toinetta.bridgeforth@mail.house.gov. The deadline for receipt of all questions regarding this solicitation is 4:00 P.M. EST, Wednesday, March 28, 2006. Questions and answers will be published in and Amendment to the solicitation.

Solicitation	Document No. OPR06000045	Document Title Gift Shop Fixtures	Page 29 of 29
---------------------	------------------------------------	---	---------------

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to the offeror whose proposals meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors with Technical approach, Management approach, Corporate capabilities, and Past performance being equal and more important than price,

- (1) Technical approach
- (2) Management approach
- (3) Corporate capabilities
- (4) Past performance
- (5) *Price

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.

2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award multiple contracts resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.